



HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING  
3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350

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Marsha S. McLaughlin, Director

[www.howardcountymd.gov](http://www.howardcountymd.gov)  
FAX 410-313-3467  
TDD 410-313-2323

December 2, 2008

George Cardwell, Planning Administrator  
Office of Planning and Zoning  
Anne Arundel County Government  
2664 Riva Road  
Annapolis, MD 21401

Dear Mr. Cardwell:

Please find the signed Memorandum of Understanding between Anne Arundel County and Howard County and the supporting grant agreement for your review.

If you have any questions, please contact Carl Balser at 410-313-4310.

Sincerely,

Roberta Jackson, Planning Specialist  
Division of Transportation Planning, DPZ

cc: Carl Balser, Chief, Division of Transportation Planning  
Ben Pickar, Planning Supervisor, DPZ

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ANNE ARUNDEL COUNTY, MARYLAND  
AND  
HOWARD COUNTY, MARYLAND

Central Maryland Transit Operations Facility

By this Memorandum of Understanding, dated this      day of      , 2008,  
Anne Arundel County, Maryland and Howard County, Maryland agree as follows:

I.      Background:

Through a Memorandum of Understanding ("MOU") dated November 24, 2003, Maryland Transit Administration (MTA), Anne Arundel County and Howard County, together to establish a bus operations and maintenance facility (the "project" or the "facility").

At present, funds necessary to finance on-going planning and coordination efforts have been borne by Howard County. It is anticipated that Anne Arundel County and Howard County will share a portion of the costs associated with planning, design, and construction of the facility. It is also anticipated that the project will be funded through FTA Section 5309 (Bus and Bus Facility) grants covering 80 percent of the cost, with the Maryland Transit Administration (MTA) providing a 10 percent match. This leaves a 10 percent local match, which it is anticipated will be borne between Anne Arundel County and Howard County. The proportion of each County's share may be made based on vehicle revenue hours of each county's service operating from the facility. For current planning purposes, a 50/50 share is assumed.

The purpose of developing the facility is to reduce costs associated with depreciation of assets not owned by the two jurisdictions and to increase the likelihood of competition among contractual transit operators, as governmental ownership of the garage facility would expand competition among transit providers. Previous studies by the MTA's consultants have indicated that cost savings per vehicle revenue hour range from \$3.00 to \$12.00.

In furtherance of this endeavor, the parties have executed a Grant Agreement by which the parties have set forth their mutual obligations relating to transfer of funding from Anne Arundel County to Howard County (the "Grant Agreement").

II.      Terms of this MOU:

The parties hereto agree as follows:

(1) Subject to appropriation and availability of funds, Anne Arundel County will grant funds to Howard County from Capital Project No. H541700 to be used in furtherance of the purposes of that Capital Project (development of a Concept of Operation; undertaking necessary planning and environmental studies, and developing cost estimates and alternatives for the facility) in the following amounts:

- (a) for FY 2008, FY2009, and FY2010, \$150,000 per year;
- (b) for FY 2011, \$1,100,000.

A description of Capital Project No. H541700 is attached hereto and incorporated herein as Exhibit A.

(2) Funds disbursed by Anne Arundel County shall be appropriated by Howard County through Capital Project C0289 (Transit Operation Repair Facility), a description of which is attached hereto and incorporated herein as Exhibit B.

(3) Funds provided by Anne Arundel County in FY 2010 and FY 2011 are part of the required local match for Anne Arundel County (5% of the total estimated cost of the project, or \$1,250,000.00). If the total estimated cost of the project increases, costs increase, Anne Arundel County will seek additional funds to increase its required match.

(4) Howard County, as the grantee under Federal and State grants for the project, will seek a letter of "no prejudice" so that funds granted by Anne Arundel County to Howard County in FY 2010 and FY 2011 are considered Anne Arundel County's local match requirement.

(5) Howard County and Anne Arundel County, working together, will seek additional Federal and State funding to meet up to 90 percent of the total estimated project cost.

(6) Anne Arundel County will be permitted to review and comment on all invoices and progress reports submitted to Howard County for payment related to services for the project.

(7) If Anne Arundel County objects to any charges, costs, or work performed pursuant to any invoice submitted by a vendor pursuant to Capital Project C0289, it shall provide Howard County with in written objections to the invoice. If the objections are not corrected by the vendors paid through with any part of the funds provided by Anne Arundel County within sixty days of the date of the written objection (unless such time is mutually extended by the parties), Anne Arundel County may withhold payment until the concerns are addressed to the reasonable satisfaction of Anne Arundel County, which approval will not be unreasonably withheld. Written objections or comments provided by Anne Arundel County shall specifically label as "objections" any concerns raised as to the construction, cost, scope or design of the work performed under the invoice.

(8) Any agreement with a prospective property owner with regard to the status of sale or lease of a specific property will be subject to approval by Anne Arundel County and Howard County.

(9) Anne Arundel County will be a party to all agreements involving the project as long as funds from the County are being provided for the project unless Anne Arundel County provides written consent to Howard County to act on its behalf.

(10) Upon completion of the project and as a part of contracting for site management, Anne Arundel County will be a party to the hiring of any site manager.

(11) Anne Arundel County will be free to pursue funding earmarks or other grants for the planning, design, and construction of the facility. If appropriate, those grants may be used to offset Anne Arundel County contributions to the project.

(12) Anne Arundel County will be provided with copies of all documents and products created by vendors who receive any part of the funding from the grant from Anne Arundel County capital project.

(13) All expenditures of funds from Capital Project C0289 shall be made pursuant to the purchasing procedures set forth in the Howard County Code and the Howard County Purchasing Manual.

(14) Funds shall be expended by Howard County pursuant to the Grant Agreement.

(15) Upon completion of the facility, the parties shall account for all expenditures and shall allocate each party's percentage of the costs of the facility in the manner provided in Section I of this MOU.

### III. General

(16). For expenditures for the project made directly by Anne Arundel County, the Parties hereto shall not discriminate against any person in any of its activities with regard to membership policies, employment practices or in the provision of services on the basis of race, color, national origin, religion, ancestry, sex, age or disability. The Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the U.S. Department of Labor Regulations 41 CFR Part 60.

(17). For any expenditure for the project made directly by Howard County, the parties shall comply with the Howard County Charter and Code references attached hereto and incorporated herein as Exhibit C.

(18). Any amendment to this MOU shall be in writing, executed by the parties and attached to this original MOU.

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County"), and **HOWARD COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (the "Grantee").

**WHEREAS**, the County and the Grantee are parties to a Memorandum of Understanding for the establishment of a bus operations and maintenance facility on land owned by Fort George G. Meade ("FGGM") that will serve the County, the Grantee, and FGGM, which is referred to as the Central Maryland Transit Operations Facility at Fort Meade (the "Transit Facility"); and

**WHEREAS**, the Grantee has been financing on-going planning and coordination efforts for the Transit Facility; and

**WHEREAS**, the County has funds appropriated in the current fiscal year to pay for a portion of the expenses being incurred by the Grantee related to the Transit Facility; and

**WHEREAS**, the County is making a Grant of One Hundred Fifty Thousand (\$150,000) to the Grantee to be used in the planning and coordination activities related to the Transit Facility; and

**WHEREAS**, it is the purpose of this Agreement to describe the formal rights and obligations of the Grantee arising from the acceptance of the Grant.

**NOW, THEREFORE, WITNESSETH**, that for and in consideration of the mutual promises and covenants set forth in this Agreement, the parties do hereby agree as follows:

1. The Grant. The County hereby grants to the Grantee the sum of One Hundred Fifty Thousand Dollars (\$150,000) from Capital Project H541700 (the "Grant"). The funds shall be paid in one payment in full upon the completed execution of this Grant Agreement. Grant funds received by Howard County under this Agreement shall be transferred to Howard County Capital Project No. C0289 (Transit Operation Repair Facility) the ("Howard Capital Project"), a copy of which is attached hereto and incorporated herein as Exhibit A, and in accordance with

the purpose of the grant set forth in Paragraph 2 of this Agreement.

2. Purpose of the Grant. The purpose of the Grant is to assist in financing: the development of the Concept of Operation for the Transit Facility; the necessary planning and environmental studies for the planned Transit Facility; and the development of cost estimates and alternatives for the Transit Facility.

3. Term. The term of this Grant shall be July 1, 2008, through June 30, 2009. The term of this Grant may be renewed for any period of time agreed to in writing by the parties.

4. Recordkeeping/Audits. Using generally accepted accounting principles, the Grantee shall maintain complete and accurate books and records of all activities connected with this Grant and shall make these books and records available upon reasonable notice for inspection and copying by County representatives. The books and records shall be kept and maintained for at least three years after the last payment under this Agreement.

5. Reports. By January 15, 2009, the Grantee shall file with the Grant Administrator a detailed annual report covering the term of the Grant, describing its use of the Grant, and including an itemized accounting of the expenditures or intended expenditures by the Grantee of the Grant and shall include with this accounting a statement signed by the Director of Finance, or her designee, certified under the penalties of perjury, that expenditure of the Grant was consistent with the purposes set forth in paragraph 2 of this Agreement.

6. Default. Failure by the Grantee to comply with any of the provisions of this Agreement shall constitute a default thereof.

a. Written Notice to Grantee. Should the County determine that Grantee has breached any of the provisions of this Agreement, it shall provide the Grantee with notice, in writing, of (1) the provision of the Agreement which the County has determined the Grantee has not complied with, and (2) the basis for this determination.

b. Opportunity to Cure. The Grantee shall have thirty (30) days within cure any default to the reasonable satisfaction of the County.

7. Termination. Should the Grantee fail to cure any default to the reasonable

satisfaction of the County, the County may, within in the its sole discretion, immediately terminate this Agreement by giving thirty (30) days prior written notice to the Grantee. Within thirty (30) days of termination, the Grantee shall comply with its obligations under paragraphs 4, 5, and 8 of this Agreement.

8. Distribution of Assets Upon Expiration, Termination or Dissolution. If, at the time of either the expiration of the term of this Agreement, the termination of this Agreement or the dissolution of the Grantee, the Grantee has on hand any County funds or any accounts receivable attributable to the use of County funds or accounts, then those funds and accounts shall be returned to and transferred to the County within thirty days of the said expiration, termination or dissolution.

9. Penalty for Default or Termination.

a. Any grant funds not expended in compliance with the provisions of this Agreement shall be returned to the County.

b. Noncompliance by the Grantee with the recordkeeping, auditing, monitoring, or reporting requirements of this Agreement shall be grounds for the County's recovery from the Grantee of the full amount paid under this Grant.

c. If legal action is necessary to collect any funds owed it, the County shall be entitled to court costs and attorneys fees as part of its recovery, in addition to interest at the rate of ten percent (10%) per annum accruing on any balance thirty (30) days after demand by the County for return of the funds because of such noncompliance. Demand upon the Grantee shall be effective as of the date of the mailing of notice to the Grantee.

10. Nondiscrimination. The Grantee shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of race, color, religion, national origin, ancestry, sex, age or disability.

11. Administrator of the Grant. The Administrator of the Grant for the County is George Cardwell, Planning Administrator, or his successor or designee. The Grant Administrator's telephone number is (410) 222-7432, and the office address is: Office of

Planning and Zoning, Transportation Division, 2664 Riva Road, Annapolis, MD 21401. The Grantee shall keep the Grant Administrator informed of the name, telephone number, and address of the Chief Executive Officer of the Grantee or the Chief Executive Officer's designee.

12. Notices. Notices to the parties shall be directed as follows:

COUNTY: George Cardwell  
Anne Arundel County Office of Planning & Zoning  
Transportation Division  
2664 Riva Road  
Annapolis, MD 21401

GRANTEE: Carl Balser  
Chief, Division of Transportation  
Department of Planning and Zoning  
3430 Courthouse Drive  
Ellicott City, MD 21043

With copies to:

Margaret Ann Nolan  
County Solicitor  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

Sharon Greisz  
Director of Finance  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

13. Nonassignment of Grant Funds. The Grantee shall apply the Grant directly as a first party for the purposes stated herein. The Grantee may not act as the agent of others, and neither the Grant received under this Agreement nor the Agreement may be assigned, transferred or otherwise passed to another organization or agency.

14. No Pledge of County Credit. The Grantee agrees that it will not pledge the full faith and credit of the County and will not obligate the County to incur any pecuniary liability other than the Grant to the Grantee as provided for herein.

15. Independent Contractor Relationship. In the performance of this Agreement, the



Grantee, and the Grantee's employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between the County and the Grantee or the Grantee's employees, agents, or subcontractors.

16. Indemnification. To the extent permitted by law, the Grantee agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all losses, damages, liabilities, claims, and costs arising out of or resulting from any act or omission made by the Grantee, its directors, officers, agents, employees, and contractors in performance of this Agreement or in relation to the Grant funds.

17. Applicable Law. This Agreement shall be governed and construed in accordance with Maryland law, and any action brought by or between the parties shall invest jurisdiction and venue exclusively in the courts located in Anne Arundel or Howard Counties.

18. General.

a. This Agreement represents the complete and total and final understanding between the parties, and no other understandings or representations, whether written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties after the execution of this Agreement, unless set forth in writing and executed by both parties hereto.

b. This Agreement shall inure to the benefit of the parties hereto, their successors, legal representatives, and assigns.

c. The captions to the paragraphs of this Agreement are for reference purposes only and are not substantive parts of this Agreement.

**IN WITNESS WHEREOF**, the parties do hereby set their hands and seals on the date and year  
first above written.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_

BY: Dennis Callahan      Date  
Chief Administrative Officer

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Office of Law      Date

APPROVED FOR AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Controller      Date

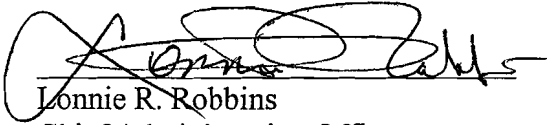
APPROVED:

\_\_\_\_\_  
Planning & Zoning Officer      Date

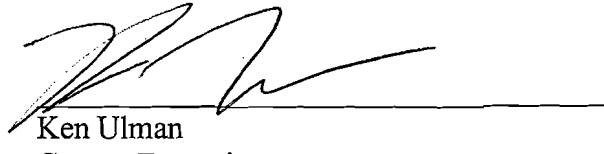
**[HOWARD COUNTY SIGNATURE PAGE FOLLOWS]**

ATTEST:

HOWARD COUNTY, MARYLAND



Lonnie R. Robbins  
Chief Administrative Officer



Ken Ulman  
County Executive

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**

this 16 day of November, 2008.

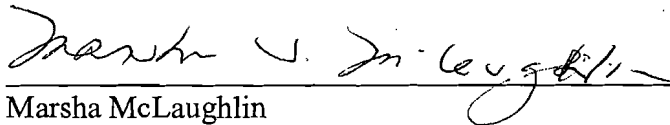


Margaret Ann Nolan  
County Solicitor



RECOMMENDED FOR APPROVAL

Department of Planning and Zoning



Marsha McLaughlin  
Director

# Fiscal 2008 Capital Budget

# GENERALCOUNTYPROJECTS

**Project: FY2002 TRANSIT OPERATION REPAIR FACILITY**

**Number: C0289**

(In Thousands)				Five Year Capital Program						Master Plan				
Appropriation Object Class	Prior Appr.	FY2008 Budget	Appr. Total	Fiscal 2009	Fiscal 2010	Fiscal 2011	Fiscal 2012	Fiscal 2013	Sub- Total	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Total Project
PLANS & ENGINEERING	200	700	900	900	200	0	0	0	1,100	0	0	0	0	2,000
LAND ACQUISITION	6,000	-6,000	0	0	0	0	0	0	0	0	0	0	0	0
CONSTRUCTION	0	0	0	0	11,000	11,000	0	0	22,000	0	0	0	0	22,000
ADMINISTRATION	40	20	60	0	100	100	0	0	200	0	0	0	0	260
Total Project Expenditures	6,240	-5,280	960	900	11,300	11,100	0	0	23,300	0	0	0	0	24,260
BONDS	280	-260	20	0	0	0	0	0	0	0	0	0	0	20
PAYASYOUGO	240	220	460	180	645	625	0	0	1,450	0	0	0	0	1,910
GRANTS	5,720	-5,240	480	720	10,170	9,990	0	0	20,880	0	0	0	0	21,360
OTHER SOURCES	0	0	0	0	485	485	0	0	970	0	0	0	0	970

## Project Status:

Site search and selection process is complete.

\$772 has been spent and encumbered through February 2007.

(19). Either party may terminate this MOU upon ninety (90) days notice to the other party. If not terminated, this MOU will terminate at such time as the parties mutually concur that the aforesaid objectives of the parties have been fulfilled and the need for the MOU no longer exists.

(20) Any notices required pursuant to this MOU shall be made to the following individuals:

If to Howard County:

Carl Balser  
Chief, Division of Transportation  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

With a copy to:

Margaret Ann Nolan  
County Solicitor  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

If to Anne Arundel County:

George Cardwell  
Planning Administrator  
Office of Planning and Zoning  
2664 Riva Road  
Annapolis, Maryland 21401

With a copy to:

Jonathan Hodgson  
County Attorney  
2660 Riva Road, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401

(21) This Memorandum may be executed in counterparts, each of which when taken together shall constitute an original of this Memorandum.

(22) This Memorandum shall be governed by and construed in accordance with the laws of the State of Maryland.

**[SIGNATURE PAGES FOLLOW]**

ATTEST:

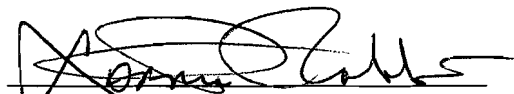
ANNE ARUNDEL COUNTY,  
MARYLAND

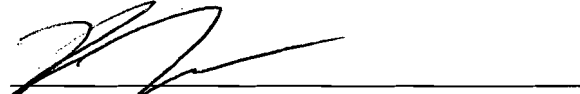
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BY: Dennis Callahan  
Chief Administrative Officer

ATTEST:

HOWARD COUNTY, MARYLAND


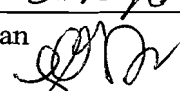
  
Lonnie R. Robbins  
Chief Administrative Officer

  
Ken Ulman  
County Executive

Approved for Sufficiency of Funds:

  
Sharon Greisz, Director of Finance

Approved for Legal Sufficiency on  
this 16 day of Nov, 2008.

  
Margaret Ann Nolan  
County Solicitor 

## **Exhibit A**

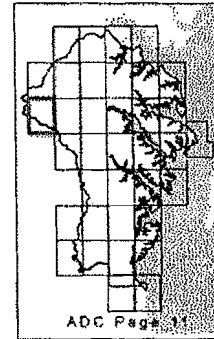
### **(Description of Anne Arundel County Capital Project H541700)**

## FY2009 Capital Budget and Program

### Project: H541700 Cent MD Trans OPS Fac

The Central Maryland Transit Operations Facility (CMTOF) is a joint project including Fort George G. Meade (FGGM) and Howard County. The purpose of the facility is to house transit operations and maintenance activities for both jurisdictions to reduce operating costs by allowing more transit firms to bid on operating services within Howard County and western Anne Arundel County. Currently only one transit firm has the necessary garage facilities and therefore the lack of the facility bars open competition leading to higher operating costs paid by both jurisdictions.

Funds requested in FY08, FY09, FY10, and FY11 to support the County's share of the costs to develop a Concept of Operation, undertake necessary planning and environmental studies to develop cost estimates and alternatives, design, and construction for a Transit Operations Facility.



## Roads & Bridges

### Project Status

1. Current Status Of This Project: Active
2. Action Taken In Current Fiscal Year: Study (By Others)
3. Action Required To Complete This Project: Design, Construction, and Performance (By Others)

Initial Total Project Cost Est. FY 2008 \$300,000  
 More (Less) Than Prior Year Program \$1,250,000  
 Costs Beyond 6 Years \$0

Est. Operating Budget Impact: Less than \$100,000 per year

Phase	(\$000)	Total	Prior	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Other		\$1,550	\$150	\$150	\$150	\$1,100	\$0	\$0	\$0
Council Approved		\$1,550	\$150	\$150	\$150	\$1,100	\$0	\$0	\$0
Funding	(\$000)	Total	Prior	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
General Fund PayGo		\$1,550	\$150	\$150	\$150	\$1,100	\$0	\$0	\$0
Council Approved		\$1,550	\$150	\$150	\$150	\$1,100	\$0	\$0	\$0

### Financial Activity

	Expended	Encumbered	Total
April 1, 2007	\$0	\$0	\$0
April 1, 2008	\$0	\$0	\$0

### Change from Prior Year

1. Change in Name or Description: Added FY10 and FY11, and design and construction
2. Change in Total Project Cost: Added funding for County's share of design construction
3. Change in Scope: None
4. Change in Timing: None



## **Exhibit B**

### **(Description of Howard County Capital Project No. C0289)**

# Fiscal 2008 Capital Budget

# GENERAL COUNTY PROJECTS

**Project: FY2002 TRANSIT OPERATION REPAIR FACILITY**

**Number: C0289**

## Description:

A project for site selection, acquisition, design and construction of a multi-jurisdictional transit facility. The facility will support County's fixed route and para-transit services including such functions as dispatch, vehicle maintenance, parts storage, revenue collection and handling, vehicle storage, management and administrative office space, and similar functions for Connect-A-Ride (CAR), western Anne Arundel County Transit Service.

## Justification:

Facility will enable Counties to (a) gain operational efficiencies and cost savings to increase vendor competition ensuring most competitive rates; (b) deploy state-of-the-art service monitoring and revenue handling equipment. FTA/MTA and Anne Arundel County will provide partial funding. Development of facility allows Howard and Anne Arundel Counties responding to transportation requirements engendered by BRAC related growth within Fort Meade and NSA.

## Remarks:

1. Facility funding is predicated on Federal/State GRANTS plus additional support provided by CAR and Anne Arundel County. MTA has designated project as eligible to receive transit facility funding.
2. Proposed acreage approximately 10 to 15 usable acres allowing total fleet capacity of 100 vehicles and attendant services.
3. County will enter into joint agreements with MTA and Anne Arundel County to establish cost-sharing arrangements.

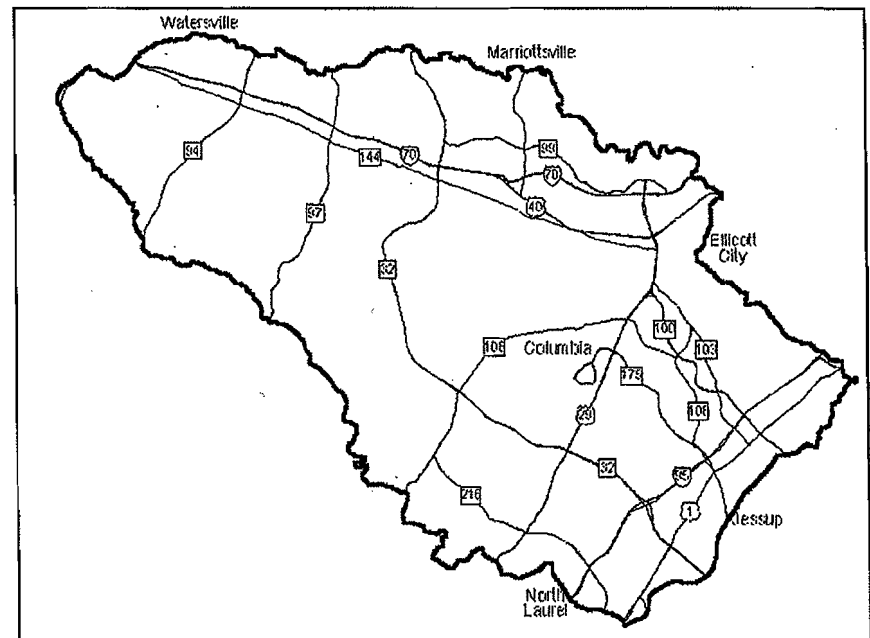
## Project Schedule:

FY07/08 - Planning, Site Assessment, Agency Coordination and NEPA  
FY09 - Planning and NEPA Documents. Preliminary engineering and design.  
FY10 - Construction - Phase 1  
FY11 - Complete Construction, Close

## Operating Budget Impact:

Annual Bond Redemption \$900

County is estimated to recover its local share of the investment in the facility within eight years. The facility is expected to have a useful life of at least 30 years.



Date: May 24, 2007

Howard County, Maryland  
Capital Budget Detail  
Fiscal Form (\$000)

Part A

# Exhibit C

## HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

### *Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms or conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 24 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the county purchasing agent.

(4) Payment of subcontractors. All Contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the Contractor and the subcontractors. No Contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

*Code Section 22.204. Prohibited Conduct and Interests.*

(a) **Participation Prohibitions:** County official and employees subject to this subtitle shall not:

(1) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate on behalf of the county in any matter which would, to their knowledge, have a direct financial impact as distinguished from the public generally, on them, their spouse, parent, child, sibling or upon any business interest with which they are affiliated;

(2) Except as exempted by the county council pursuant to Section 901(b) of the Howard County Charter, hold or acquire an interest in a business entity that has or is negotiating a contract with the county or is regulated by the official or employee;

(3) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate in any matter involving a business entity with which they, their spouse, parent, child or sibling are negotiating or have an arrangement concerning prospective employment.

(b) **Employment Prohibitions:** Except as exempted by the county council pursuant to section 901(b) of the Howard County Charter or when the employment or interest does not create an actual or apparent conflict of interest, officials and employees shall not:

(1) Be employed by:

- (i) Any entity subject to their official authority;
- (ii) Any entity subject to the authority of the Howard County agency, board or commission with which they are affiliated;
- (iii) Any entity which is negotiating or has entered into a contract with the Howard County agency, board or commission with which they are affiliated.

(2) Represent any party for a fee, commission or other compensation before any county body;

(3) Within one (1) year following termination of county service, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a county official or employee.

The employment provisions listed above do not apply to:

(1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a requirement that persons subject to its jurisdiction be represented in appointments to it;

(2) Subject to other provisions of law, a member of a board or commission who publicly disclosed a financial interest or employment to the appointing authority at the time of appointment;

(3) Employees or officials whose duties are ministerial provided that the private employment or financial interest does not create a conflict of interest or the appearance of such a conflict.

(c) **Solicitation/Acceptance of Gifts or Compensation:** No employee or official shall solicit any gifts. No employee or official shall accept any gift or compensation, directly or indirectly from any person that he/she knows or has reason to know, has financial interests, distinguishable from the interest of the public that would be affected by the actions of the employee or official.

(d) **Use of Prestige of Office:** No county officials or employees subject to this subtitle shall intentionally use the prestige of their office for their own gain or that of another. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for an official or employee's private gain or that of another.

(c) **Disclosure of Confidential Information:** Other than in the discharge of official duties, officials or employees may not disclose or use, for their own gain or that of another, confidential information acquired by reason of public position and which is not available to the public.